

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MANI JACOB and LESLEENA MARS,
individually and on behalf of all others similarly
situated,

Plaintiffs,

No. 11 Civ. 160 (JPO)(JCF)

v.

DUANE READE, INC. and DUANE READE
HOLDINGS, INC.,

Defendants.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTIONS FOR
FINAL APPROVAL OF THE CLASS ACTION AND FLSA SETTLEMENT;
APPROVAL OF ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES;
AND APPROVAL OF SERVICE PAYMENTS FOR THE NAMED PLAINTIFFS**

This matter came before the Court on Plaintiffs' Motions for Final Approval of the Class Action and FLSA Settlement; Approval of Attorneys' Fees and Reimbursement of Expenses; and Approval of Service Payments for the Named Plaintiffs (collectively "Final Approval Motions"). Defendants agreed, for settlement purposes only, not to oppose the Final Approval Motions.

1. Based upon the Court's review of Plaintiffs' Memoranda of Law in Support of the Final Approval Motions; the Declarations of Molly A. Brooks ("Brooks Decl."), Seth R. Lesser ("Lesser Decl."), and Jeffrey M. Gottlieb ("Gottlieb Decl."); and all other papers submitted in connection with Plaintiffs' Final Approval Motions, the Court grants final approval of the settlement memorialized in the Settlement Agreement, attached to the Brooks Decl. as Exhibit A. Capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

2. The Court approves the Fair Labor Standard Act settlement.

3. The Court approves the settlement and all terms set forth in the Settlement Agreement, and finds that the settlement is, in all respects, fair, adequate, reasonable, and binding on all members of the Settlement Class who have not timely and properly opted out pursuant to Paragraph 2.5 of the Settlement Agreement.

4. The Court [approves / disapproves] the limited confidentiality and nondisparagement provisions in the Settlement Agreement, as well as the provision of the settlement limiting references to the case on Class Counsel's website.

5. The Court grants Plaintiffs' Motion for Attorneys' Fees and awards Class Counsel \$4,500,000.00 in attorneys' fees, plus \$246,864.76 in costs and expenses reasonably expended litigating and resolving the lawsuit. These amounts shall be paid from the Qualified Settlement Fund.

6. The Court finds reasonable the service payments for Plaintiffs Mani Jacob and Lesleena Mars in the amount of \$5,000 each. These amounts shall be paid from the Qualified Settlement Fund.

7. If no individual or party appeals this Order, the "Effective Date" of the settlement will be 30 days after the Order is entered.

8. If an individual or party appeals this Order, the "Effective Date" of the Settlement will be the day after all appeals are finally resolved.

9. The Claims Administrator will disburse settlement checks to Class Members, Class Counsel's attorneys' fees and costs, and the service payments within 30 days of the Effective Date.

10. The Claims Administrator shall provide verification to Class Counsel and Defendants' Counsel that it has distributed the Settlement Checks, retain copies of all of the

endorsed Settlement Checks, and provide Defendants' Counsel with the original or copies of the endorsed Settlement Checks (both sides) in accordance with the Settlement Agreement.

11. Upon the fulfillment of all settlement terms, the entire Litigation will be dismissed with prejudice, and without costs, expenses or attorneys' fees to any party except as provided in the Settlement Agreement and this Order. All Class Members who did not opt out and Plaintiffs are permanently enjoined from asserting, pursuing, and/or seeking to reopen claims that have been released pursuant to the Settlement Agreement.

12. The Court retains jurisdiction over the interpretation and implementation of the Settlement Agreement.

It is so ORDERED this _____ day of _____, 2017.

United States District Judge